

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dekmate, Inc.		01/05/2006	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	Finley Products, Inc.		
Street Address:	1018 New Holland Avenue		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17601-5688		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2946949		
Registration Number:	1900647	DEKMATE	
CORRESPONDENCE DATA			
Fax Number:	(717)291-4660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	smcfarland@barley.com		
Correspondent Name:	Scott F. Landis		
Address Line 1:	P.O. Box 1559		
Address Line 4:	Lancaster, PENNSYLVANIA 17608-1559		
ATTORNEY DOCKET NUMBER:	15606		
NAME OF SUBMITTER:	Scott F. Landis		
Signature:	/scott f landis/		
Date:	01/23/2006		

CH \$65.00 2946949

Total Attachments: 3
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the "Agreement") dated as of the 5th day of January, 2006, by and between DEKMATE, INC., ("Seller") and FINLEY PRODUCTS, INC. ("Purchaser").

RECITALS:

JAN. 5, 2006
D.G.
M.G.

WHEREAS, pursuant to a certain Asset Purchase and Sale Agreement dated as of December 5, 2006 (the "Purchase Agreement"), by and between Purchaser and Seller, Purchaser has agreed to acquire from Seller, and Seller has agreed to bargain, sell, assign, transfer and convey to Purchaser, all of Seller's right, title and interest in and to the Assets (as hereinafter defined); and

WHEREAS, the parties hereto desire to carry out such transactions by this Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

A. Bill of Sale and Assignment. Upon the terms and subject to the conditions contained in the Purchase Agreement, as of the date hereof, Seller hereby sells, assigns, transfers and conveys to Purchaser, its successors and assigns, and Purchaser hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to the Acquired Assets, as defined in Section 1.1 of the Purchase Agreement.

B. Assumption of Seller's Obligations. Purchaser does not and shall not assume or agree to assume the liabilities and obligations of Seller of any nature, direct, contingent or otherwise, except (all of such assumed liabilities being hereinafter referred to as the "Assumed Liabilities") (i) the obligations which arise out of the actions of Purchaser with respect to the Assets from and after the Closing Date, and (ii) all liabilities and obligations with respect to the performance under the agreements assumed by Purchaser listed on Schedule 1.1(f) of the Purchase Agreement (the "Assigned Contracts") at the Closing from and after the Closing Date (subject to any required consents from the other parties thereto).

C. Further Assurances. From time to time after the date hereof, at Purchaser's request and without further consideration from Purchaser (other than reimbursement of out-of-pocket expenses), Seller hereby agrees to execute and deliver such other instruments of conveyance and transfer and to take such other action as Purchaser may reasonably require to more effectively convey, transfer to and vest in Purchaser all of the Assets. Without limiting the generality of the foregoing, Seller covenants and agrees that, from time to time at the request of Purchaser and without further consideration (other than reimbursement of out-of-pocket expenses), Seller will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged) all

such other instruments, documents and agreements and take, do and perform all such other acts as may reasonably be required in order to vest in and confirm to Purchaser the title of Seller to, and their right to use and enjoy, the Assets hereby agreed to be and intended to be conveyed to Purchaser.

D. Miscellaneous.

1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

3. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

5. The use of any singular term shall include the plural and vice versa.

6. Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Assets contained in the Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal the day and year first set forth above.

DEKMATE, INC.
"Seller"

By: Donald S. Johnson
Title: PRESIDENT

FINLEY PRODUCTS, INC.
"Purchaser"

By: [Signature]
Title: PRESIDENT

SCHEDULE 1.1(d)

Trademarks

Mark	Serial Number	Registration Number	Country
Design	78/310,534	2,946,949	United States
DEKMATE	74/331,403	1,900,647	United States
Design	1171346	TMA643520	Canada
DEKMATE	0711995	TMA430414	Canada